

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF CALIFORNIA

ROBERT REES and ROBERT WINTERS, CASE NO. 1:05-cv-00297-LJO-SMS
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

ORDER GRANTING DOWLING, ARON &
KEELER, INC., LEAVE TO WITHDRAW AS
COUNSEL FOR DEFENDANTS SOUZA'S
MILK TRANSPORTATION CO. AND
MANUEL B. SOUZA

SOUZA'S MILK TRANSPORTATION CO.,
and DOES 1 through 100,

(Doc. 223)

Defendants.

On January 7, 2010, Dowling, Aron & Keeler, Inc. ("DAK"), attorneys for Defendants Souza's Milk Transportation Co. and Manuel B. Souza, moved to withdraw as counsel, citing (1) Defendants' failure to pay outstanding legal fees; (2) Defendants' lack of opposition to DAK's withdrawal as counsel; (3) Defendants' failure to pay amounts due under the May 2009 settlement agreement; (4) substantial completion of the services DAK was hired to provide, which do not include representing Defendants in their pending bankruptcy action; and (5) Defendants' representation by other counsel in their pending bankruptcy matters. No party has filed opposition. This court has reviewed the papers and has determined that this matter is suitable for decision without oral argument pursuant to Local Rule 78-230(h). Having considered all written materials submitted, the undersigned recommends that DAK's motion for leave to withdraw be granted.

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A client's failure to pay outstanding fees or refusal to cooperate with its attorney are grounds

1 for withdrawal from representation. Local Rule 83-182(d) provides, in pertinent part, “Withdrawal
2 as attorney is governed by the Rules of Professional Conduct of the State Bar of California, and the
3 attorney shall conform to the requirements of those Rules.” *See* Cal.R.P.C. 3-700(C)(1)(d)
4 (permitting an attorney to withdraw from representation in a pending matter when the client “renders
5 it unreasonably difficult for the member to carry out employment effectively”) and Cal.R.P.C. 3-
6 700(C)(1)(f) (permitting an attorney to withdraw from representation in a pending matter when the
7 client “breaches an agreement or obligation to the member as to expenses or fees”).

8 California’s rules require the notice of motion and declaration to be served on the client and
9 all other parties who have appeared in the case. CRC 3.1362(d). The Declaration of attorney David
10 A. Dixon (Doc. 223-3) as well as the proof of service of the motion to withdraw as counsel (Doc.
11 224) document that DAK has served all parties, including its clients, with all required documents.

12 Accordingly, it is hereby ORDERED that the motion of Dowling, Aron & Keeler, Inc., to
13 withdraw as counsel for Defendants Souza’s Milk Transportation Co. and Manuel B. Souza is
14 GRANTED.

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18 IT IS SO ORDERED.

19 **Dated: February 9, 2010**

/s/ Sandra M. Snyder
UNITED STATES MAGISTRATE JUDGE